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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re

PG&E CORPORATION

Debtor.

Tax I.D. No. 94-3234914

Case No.: 19-30088 DM
Chapter 11

In re

PACIFIC GAS AND ELECTRIC
COMPANY,

Debtor.

Tax I.D. No. 94-0742640

Case No.: 19-30089 DM
Chapter 11

Date:
Time:
Place:

**CHARGEPOINT, INC'S CONDITIONAL NON-OPPOSITION TO
MOTION OF DEBTORS PURSUANT TO 11 U.S.C. §§ 105(a), 363(b), AND 507(a)(7)
AND FED. R. BANKR. P. 6003 AND 6004 FOR INTERIM AND FINAL ORDERS
(I) AUTHORIZING DEBTORS TO (A) MAINTAIN AND ADMINISTER CUSTOMER
PROGRAMS, INCLUDING PUBLIC PURPOSE PROGRAMS, AND
(B) HONOR ANY PREPETITION OBLIGATIONS RELATING THERETO; AND
(II) AUTHORIZING FINANCIAL INSTITUTIONS TO HONOR AND PROCESS
RELATED CHECKS AND TRANSFERS**

CONDITIONAL NON-OPPOSITION

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ChargePoint, Inc. (“ChargePoint”), a supplier and operator of residential and commercial electric vehicle charging stations and associated with the Debtors herein as part of the Electric Vehicle Charging Network Program, supports the granting of the Motion¹ so long as the Proposed Order² is modified. ChargePoint contends that the Proposed Order purports to grant relief seemingly not requested in the Motion: the right to terminate any Customer Program without further application to or order of the Court, assuming that such relief is necessary.

The Proposed Order provides as follows:

The Debtors, in their business judgment, are authorized, but not directed, to (i) pay, perform, and honor the Customer Program Obligations, and to effect all payments and permit all setoffs in connection therewith (whether relating to the period prior or subsequent to the Petition Date), including, without limitation, payment of Security Deposit Refunds, MLX Deposit Refunds, UG Costs, PPP Costs, ECP Costs, TPP Costs, GHG Costs, and CSP Costs in an aggregate amount not to exceed \$248.3 million plus OCP Costs on an interim basis, and (ii) continue, renew, replace, implement new, ***and/or terminate***, one or more of the Customer Programs, including, without limitation, the Deposit and Reimbursement Programs, the Public Purpose Programs, the Environmental Cleanup Programs, the Third-Party Programs, the GHG Credit Programs, and the Customer Support Programs as they deem appropriate, in the ordinary course of business, without further application to or Order of the Court.

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¹ Motion of Debtors Pursuant to 11 U.S.C. §§ 105(a), 363(b), and 507(a)(7) and Fed. R. Bankr. P. 6003 and 6004 for Interim and Final Orders (i) Authorizing Debtors to (a) Maintain and Administer Customer Programs, Including Public Purpose Programs, and (b) Honor Any Prepetition Obligations Relating Thereto; And (ii) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers [Dkt. #16] (the “Motion”).

² [Proposed] Interim Order Pursuant to 11 U.S.C. §§ 105(a) 363(b), and 507(a)(7) and Fed. R. Bankr. P. 6003 And 6004 (I) Authorizing Debtors to (a) Maintain and Administer Customer Programs, Including Public Purpose Programs, and (b) Honor Any Prepetition Obligations Relating Thereto; and (ii) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers [Dkt #16-1] (the “Proposed Order”).

1 Proposed Order, 3:3-12 (emphasis added). ChargePoint will withdraw its opposition to the
2 Motion if the highlighted words “and/or terminate” are excised from the Proposed Order.

3 Dated: January 30, 2019

BINDER & MALTER, LLP

5 By: /s/ Robert G. Harris
6 Robert G. Harris

7 Attorneys for ChargePoint, Inc.